



**Health Services**  
LOS ANGELES COUNTY

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December 8, 2009

Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF NO-ADDITIONAL COST EXTENSION  
FOR NCQA ACCREDITATION PROJECT CONSULTING SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to extend the term of a Consultant Services Agreement with Syntro Limited for up to an additional two-year period in order to complete the remaining deliverables under the Agreement.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Interim Director of Health Services (Director), or his designee, to execute an amendment to Agreement No. H-702676 with Syntro Limited (Syntro), to extend the term for a period of one year, effective January 1, 2010 through December 31, 2010, at the same rates and with no increase in the Agreement maximum obligation.
2. Delegate authority to the Director, or his designee, to extend the Agreement on a month-to-month basis after December 31, 2010 for up to one additional year, to and including December 31, 2011, at no additional cost to the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current Agreement with Syntro expires December 31, 2009. Approval of the first recommendation will enable the Director, or his designee, to execute Amendment No. 1 (Exhibit I) to extend the term of the Agreement for one year. This is necessary in order for the consultant to complete the agreed upon deliverables related to preparing the Community Health Plan (CHP) for accreditation as a managed care organization by the National Committee for Quality Assurance (NCQA).

CHP chose to delay NCQA accreditation to allow sufficient time to improve CHP's Health Plan Effectiveness Data Information Set (HEDIS) scores, as HEDIS scores generally account for approximately 40 percent of a managed care organization accreditation score. Additionally, as CHP is the only Health Plan for the In-Home Supportive Services Health Benefits Program line, CHP made a business decision to seek accreditation for the MMCP and Healthy Families Programs only. In the interim, CHP has requested Syntro to defer completion of the remaining tasks and deliverables, with a plan to resume services by September 2010.

Approval of the second recommendation will allow the Department of Health Services (DHS) to extend the term of the Agreement on a month-to-month basis for up to one additional year, as necessary to complete the agreed upon deliverables, if determined by the Director, or his designee, it is in the best interest of DHS to do so.

#### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

#### **FISCAL IMPACT/FINANCING**

The County's maximum obligation to Syntro under the Agreement is \$421,000. Of this maximum obligation, funding in the amount of approximately \$132,000 is still available to pay for completion of the remaining deliverables. Prior to implementation of this Agreement, CHP worked in collaboration with the Contractor to project the number of billable hours needed to complete each deliverable. Subsequently, CHP has closely tracked the expenditure of contract funds and hours claimed to complete each deliverable. Based on monitoring the Contractor's claims for nearly two years, DHS is confident that the balance of deliverables can be completed within the remaining balance of \$132,000. Funding for this Amendment is included in the Fiscal Year 2009-10 Final Budget and will be requested in future fiscal years.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On February 13, 2007, your Board approved Agreement No. H-702676 with Syntro for the provision of consultation, training and reporting, to assist CHP with achieving NCQA accreditation as a managed care organization for CHP's Healthy Families and In-Home Supportive Services Workers Health Benefits Program product lines, effective through December 31, 2009, with a maximum obligation of \$421,000. The Agreement covers a range of tasks with specific deliverables to be completed by the consultant.

The Honorable Board of Supervisors  
December 8, 2009  
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CHP will file the appropriate program amendment with the Department of Managed Health Care, in accordance with Title 28. 1300.51 (d).

Exhibit I has been approved as to form by County Counsel. This Amendment includes the recently adopted Defaulted Property Tax Reduction Program Ordinance language.

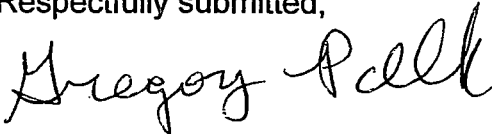
**CONTRACTING PROCESS**

Not applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended extension period will enable CHP to schedule completion of the remaining deliverables.

Respectfully submitted,



~~for~~ John F. Schunhoff, Ph.D.  
Interim Director

JFS:jca

Attachment

c: Chief Executive Officer  
Acting County Counsel  
Executive Officer, Board of Supervisors

Syntro Limited BL  
11-20-09 12:49 pm



January 1, 2010 to and including December 31, 2010, in order for Contractor to complete the remaining tasks and deliverables identified in Agreement Exhibit A-1, NCQA ACCREDITATION PROJECT CONSULTING SERVICES STATEMENT OF WORK; specifically Subtasks 2.1, 2.6, 2.10, 3.1, 3.4 and 3.5; and

WHEREAS, if additional time is required, beyond December 31, 2010, for the Contractor to complete the remaining tasks and deliverables described above, and it is determined necessary to do so by the Interim Director of Health Services, or his designee, the term of this Agreement shall be extended on a month-to-month basis, for a period of up to twelve (12) months; and

WHEREAS, Agreement provides that changes may be made in the form of written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree to amend the Agreement as follows:

1. The Amendment shall become effective January 1, 2010.
2. Paragraph 1, TERM, shall be revised to read as follows:

"This Agreement shall be effective upon the date of Board approval, and shall continue, unless sooner terminated or canceled as provided herein, in full force

and effect to and including December 31, 2010. The County shall have the sole option to extend this Contract term, on a month-to-month basis, for up to one (1) additional one-year period. Such option and extension shall be exercised at the sole discretion of the Director of Health Services (hereafter referred to as "Director"), or his designee. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, the Director or his designee shall provide Contractor with written notification of the extension.

3. Paragraph 3, DESCRIPTION OF SERVICES shall be amended to replace Exhibit A-1, STATEMENT OF WORK, with Exhibit A-2 STATEMENT OF WORK, attached hereto and incorporated herein by reference.

4. Paragraph 14 CONTRACTOR'S OFFICES shall be revised to read as follows:

"Contractor's primary business offices are located at 2269 S University Drive #425, Davie, FL 33324. Contractor's primary business telephone number is 954-915-9670 and facsimile/FAX number is 866-398-6869. Contractor shall notify in writing County's Community Health Plan of any change in its primary business address, business

telephone number, and business facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

5. Paragraph 15 NOTICES, Subparagraph B, shall be revised to read as follows:

"B. Notices to Contractor shall be addressed as follows:

Syntro Limited  
2269 S University Drive #425  
Davie, FL 33324  
Attention: Kathy Amy, President"

6. Paragraph 51 of the Additional Provisions shall be added and shall read as follows:

"51. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH  
COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit

financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

7. Paragraph 52 of the Additional Provisions shall be added and shall read as follows:

"52. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.18 Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of



Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

SYNTRO LIMITED

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES  
CONTRACTS AND GRANTS DIVISION